

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 76	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M67400-16-T-0067	
6. SOLICITATION ISSUE DATE 13-May-2016		7. FOR SOLICITATION INFORMATION CALL:		a. NAME MANABU MITOMI		b. TELEPHONE NUMBER (No Collect Calls) 011-81-611-745-1504	
8. OFFER DUE DATE/LOCAL TIME 09:00 AM 03 Jun 2016		9. ISSUED BY MARINE CORPS REGIONAL CONTRACTING OFFICE MARINE CORPS BASE CAMP S.D. BUTLER PSC 557 BOX 2000 FPO AP CA 96379-2000 TEL: 011816117458531 FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541519 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO M29001 SEE SCHEDULE FPO AP TEL: FAX:		CODE M29001		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 76	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Technical System Engineer FFP The Contractor shall provide GCSS-MC FSR/Instructor support to the III MEF Logistics Systems Coordination Office (LSCO) in accordance with the Performance Work Statement (PWS). Estimated: Two (2) Technical System Engineers x 12 months = 24 months FOB: Destination	24	Months		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		

Reimbursable Travel Expense
COST

Travel may be required in support of this contract. All travel by Contractor employees must be authorized by the COR prior to travel being performed. Contractor travel required in support of this contract shall be accomplished at the specific request of the Government. Profit is unallowable on travel, lodging, per diem and other direct travel expenses. The JTR applies to all travel under this Contract. For the JTR, refer to website: <http://www.defensetravel.dod.mil/>.

A. The Contractor shall provide Travel as specified.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR) and approval prior to travel by the Contracting Officer's Representative (COR) is required.

(2) Trips must be in direct support of contracted efforts.

B. The Contractor shall provide travel on a cost reimbursable basis only.

C. Government's Not to Exceed Amount for this CLIN is \$30,000.00.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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1001 OPTION	Technical System Engineer FFP The Contractor shall provide GCSS-MC FSR/Instructor support to the III MEF Logistics Systems Coordination Office (LSCO) in accordance with the Performance Work Statement (PWS).	48	Months		
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Estimated: Four (4) Technical System Engineers x 12 months = 48 months

FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Reimbursable Travel Expense COST		Lot		

Travel may be required in support of this contract. All travel by Contractor employees must be authorized by the COR prior to travel being performed. Contractor travel required in support of this contract shall be accomplished at the specific request of the Government. Profit is unallowable on travel, lodging, per diem and other direct travel expenses. The JTR applies to all travel under this Contract. For the JTR, refer to website: <http://www.defensetravel.dod.mil/>.

A. The Contractor shall provide Travel as specified.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR) and approval prior to travel by the Contracting Officer's Representative (COR) is required.

(2) Trips must be in direct support of contracted efforts.

B. The Contractor shall provide travel on a cost reimbursable basis only.

C. Government's Not to Exceed Amount for this CLIN is \$50,000.00.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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2001		48	Months		
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OPTION					
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	Technical System Engineer				
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	FFP				
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	The Contractor shall provide GCSS-MC FSR/Instructor support to the III MEF Logistics Systems Coordination Office (LSCO) in accordance with the Performance Work Statement (PWS).				
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	Estimated: Four (4) Technical System Engineers x 12 months = 48 months				
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	FOB: Destination				
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				ESTIMATED NET AMT	
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ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Reimbursable Travel Expense COST		Lot		

Travel may be required in support of this contract. All travel by Contractor employees must be authorized by the COR prior to travel being performed. Contractor travel required in support of this contract shall be accomplished at the specific request of the Government. Profit is unallowable on travel, lodging, per diem and other direct travel expenses. The JTR applies to all travel under this Contract. For the JTR, refer to website: <http://www.defensetravel.dod.mil/>.

A. The Contractor shall provide Travel as specified.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR) and approval prior to travel by the Contracting Officer's Representative (COR) is required.

(2) Trips must be in direct support of contracted efforts.

B. The Contractor shall provide travel on a cost reimbursable basis only.

C. Government's Not to Exceed Amount for this CLIN is \$50,000.00.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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3001 OPTION	Technical System Engineer FFP The Contractor shall provide GCSS-MC FSR/Instructor support to the III MEF Logistics Systems Coordination Office (LSCO) in accordance with the Performance Work Statement (PWS).	48	Months		
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Estimated: Four (4) Technical System Engineers x 12 months = 48 months

FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3002
OPTION

Reimbursable Travel Expense
COST

Travel may be required in support of this contract. All travel by Contractor employees must be authorized by the COR prior to travel being performed. Contractor travel required in support of this contract shall be accomplished at the specific request of the Government. Profit is unallowable on travel, lodging, per diem and other direct travel expenses. The JTR applies to all travel under this Contract. For the JTR, refer to website: <http://www.defensetravel.dod.mil/>.

A. The Contractor shall provide Travel as specified.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR) and approval prior to travel by the Contracting Officer's Representative (COR) is required.

(2) Trips must be in direct support of contracted efforts.

B. The Contractor shall provide travel on a cost reimbursable basis only.

C. Government's Not to Exceed Amount for this CLIN is \$50,000.00.

FOB: Destination

ESTIMATED COST

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-JUL-2016 TO 30-JUN-2017	N/A	M29001 SEE SCHEDULE FPO AP FOB: Destination	M29001
0002	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M29001
1001	POP 01-JUL-2017 TO 30-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M29001
1002	POP 01-JUL-2017 TO 30-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M29001
2001	POP 01-JUL-2018 TO 30-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M29001
2002	POP 01-JUL-2018 TO 30-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M29001
3001	POP 01-JUL-2019 TO 30-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M29001
3002	POP 01-JUL-2019 TO 30-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M29001

CLAUSES INCORPORATED BY FULL TEXT

SUBMISSION OF OFFER

The Offeror is required to submit the following as part of its Quote:

PLEASE NOTE FAILURE TO SUBMIT ANY OF THE INFORMATION REQUIRED BY THIS SECTION MAY RESULT IN A NON-RESPONSIVE DETERMINATION:

- (X) SF1449 (Solicitation M67400-16-T-0067) completed.
- (X) SF30 Amendment (s) (if applicable) signed.
- (X) One copy of Offeror's current audited Balance Sheet and Income Statement.
- (X) Offeror Representations and Certifications FAR 52.209-5, FAR 52.212-3 ALT I, DFARS 252.209-7991 completed

(X) Offeror shall submit three (3) separate volumes:

Volume I shall contain all the required technical information. The Offeror shall submit one (1) original copy and one (1) redacted copy (The redacted version is used during the technical evaluation and therefore; it should be without company logo, identifying marks and names must be redacted. Failure to provide a redacted copy may result in a non-responsive determination. The Government will validate Offeror's redacted company information but will not make changes to the Offeror's provided redacted proposal either to add or delete redacted text/graphics/etc.).

1). Task Understanding (See FAR 52.212-2)

- The Offeror shall provide the methodology and detail as to how the Offeror intends to perform the tasks as specified in the Performance Work Statement (PWS). In particular, the Offeror shall provide specific details of how the Offeror will fulfill all the required tasks of the PWS.

2). Qualifications/Certifications/Experience (See FAR 52.212-2)

- The Offeror's shall provide their proposed minimum qualifications, certifications, experience, and specialized experience that the individuals will possess for each of the support areas identified in the PWS. The following applies:

- Must have a minimum of a current U.S. Secret security clearance.

Note: Offeror shall provide a copy of current U.S Secret Security Clearance and/or provide a narrative explanation of the offeror's proposed employee's security clearance level.

- Must have at least 3 years of experience with Oracle systems, specifically GCSS-MC.

Note: Offeror shall provide a narrative explanation of the offeror's proposed employee's experience with Oracle systems, specially GCSS-MC.

- Demonstrate knowledge of USMC Supply and Maintenance processes.

Note: Offeror shall provide a narrative explanation of the offeror's proposed employee's knowledge of USMC Supply and Maintenance processes.

3). Past Performance Information List: (See Attachment 1.)

Offerors are directed to provide relevant and recent contract and subcontract references on the Past Performance Information List on no more than five (5) of the Offeror's most recently completed, or currently on-going, Federal Government or Commercial contracts, not to exceed 3 years since completion for like or similar services to those to be provided under this RFQ. Offerors may submit performance data regarding current contract performance *as long as a minimum of one (1) year of performance has been completed as of the closing date of this RFQ.*

The offeror has both the duty and discretion to determine which of its prior contracts are most relevant to the currently described requirements. However, the offeror should consider that the Government shall give special attention to past performance relating to the United States Federal Government. Commercial contracts will be considered.

The offeror may also submit relevant contracts performed by subcontractors that will perform under this contract, but under no circumstances may an offeror submit more than five (5) contracts for review, regardless of whether the contracts were performed by the offeror, subcontractor(s), or any combination thereof. Any submission(s) in excess of this stated limit will be excluded by the Government. The Government will choose the excluded contract(s) at random, or in any manner that the Government, in their absolute discretion, deems appropriate, without any consideration for the best interests of the offeror. If subcontractor contracts are submitted, the offeror must also clearly indicate the percentage of work that the subcontractor(s) performed under each task/category of effort throughout the course of the contract.

If the offeror possesses no relevant past performance, it should affirmatively state this fact in the Past Performance Information List. Failure to submit the completed Past Performance Information List shall be considered certification (by signature on the offer) that the offeror has no past performance for like or similar items for the Government to evaluate.

Volume II- (Price) shall contain all the pricing information, to include a copy of the Offeror's Audited Balance Sheet and Income Statement. Only one (1) original copy shall be submitted.

This Volume shall contain the information requested below and shall include a copy of Section SF1449 – CONTINUATION SHEET with the Contract Line Item (CLIN) Unit Prices and for evaluation purposes, the Total Prices filled in (Supplies and/or Services and Prices and/or Costs) using the estimated quantities value in the solicitation.

Example of SF1449 continuation sheet that requires information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Technical System Engineer	24	Months	*****	*****
	FFP The Contractor shall provide GCSS-MC FSR/Instructor support to the III MEF Logistics Systems Coordination Office (LSCO) in accordance with the Performance Work Statement (PWS). Estimated: Two (2) Technical System Engineers x 12 months = 24 months FOB: Destination				
				NET AMT	*****

***** These are items that are to be filled in on the SF1449 continuation sheets for each CLIN found on the solicitation.

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Pricing/Cost Proposal consisting of a Monthly Basic Charge to include a summary breakdown of:

- a) Proposed labor categories
- b) Labor rates
- c) Estimated labor hours based on the technical approach
- d) Materials and other estimated costs for the effort
- e) Any other miscellaneous expenses

The following table is provided for informational purposes only and contains the Government's estimate with regard to the labor categories and hours required for successful performance. Although the Solicitation CLIN Structure mirrors these labor categories, the Offeror shall outline any modified title(s) and number(s) for each labor category and hours proposed to support this requirement in **Price** of its proposal.

	Labor category	Estimated Labor Hours (Per Engineer)	Estimated Total Labor Hours
Base Year	(2) Technicial System Enginners	1,880 hrs	3,760 Hrs
Option Year 1	(4) Technicial System Enginners	1,880 hrs	7,520 Hrs
Option Year 2	(4) Technicial System Enginners	1,880 hrs	7,520 Hrs
Option Year 3	(4) Technicial System Enginners	1,880 hrs	7,520 Hrs

All price/cost and price/cost supporting information shall be contained in Volume II and the price/cost proposal. No price or pricing information shall be included in any other technical volume including cover letters. Offeror are responsible for submitting sufficient information to enable the Government to fully evaluate their price/cost proposal.

- i. All prices contained in the pricing schedule reflect total compensation for the services detailed therein and are fully inclusive of all costs including labor (workers, management, aids, assistants, operators), overhead, general and administrative (G&A) expenses, and profit.
- ii. All items covered under option years may be ordered and performed during the scheduled period of performance of this contract. Offerors are required to provide prices for these items under option years. The prices for all option items will be evaluated in accordance with FAR 52.217-5. The U.S. Government makes no guarantee that the option years will be exercised. It will be the U.S. Government's unilateral right to exercise the option years. Once the option is exercised, the offeror is required to perform the work when ordered during the scheduled period of performance of this contract.
- iii. Proposed prices shall be entered on a spreadsheet file, Schedule of Supplies/Services, readable in Microsoft Office Excel format. Offerors shall not alter the format of the spreadsheets except that column(s) may be widened.
- iv. Price proposals shall be evaluated for the presence of 'unbalanced pricing' based on a contractor's attempt to 'buy in' to the acquisition. The Contracting Officer shall perform a price proposal analysis to determine fair and reasonable pricing. The Contracting Officer reserves the right to reject an offer if it is determined that the lack of balanced pricing poses an unacceptable risk to the Government.

Volume III- (Offeror's Representations and Certifications) shall contain all information regarding Offeror's Representations and Certifications or a validation that System for Award Management (SAM) registration Online Representations and Certifications Application (ORCA) information is up to date and includes all the necessary representations and certifications. Only one (1) original copy shall be submitted for Volume III.

(X) Offeror Representations and Certifications FAR 52.209-5, FAR 52.212-3 ALT I, DFARS 252.209-7991 completed

Proposal Format. Offerors shall prepare and submit their proposals as set forth in Table 1. The titles and contents of the sections are defined in Table 1 of this document, all of which shall be within the required page limits (including all attachments, figures, etc.) and with the number of copies specified in the table. An electronic copy of all documents (technical and price) shall be submitted. Proposals shall be prepared using "Arial" or "Times New Roman" 11-point or larger font style on 8½ x 11 inch. Tables and illustrations may use a reduced font style, not less than 8 point. Margins shall be one (1) inch on all sides. All material submitted may be single-spaced. Offerors should ensure that each page provides identification of the submitting Offeror in the header or footer.

Table 1 – Required Format for RFQ

Volume	Title	Maximum Number of pages	Format for document
I	1 Original / 1 Redacted Technical Proposal	50	MS Word or pdf
I	Past Performance Information List	As required	MS Word or pdf
II	Price Proposal	As required	MS Excel spreadsheet format
III	Offeror's Representations and Certifications	As required	MS Word or pdf

Note to Offerors:

All and any communications/questions (with the exception of the proposal/quote) pertaining to this solicitation must be submitted in writing to the responsible Contracting Specialist, Manabu Mitomi, no later than 25 May 2016 @09:00AM (Japanese Standard Time) / 24 May 2016 @08:00PM (U.S. Eastern Time). If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contract Specialist in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial quote, as received, without discussions.

Point of Contact:

Marine Corps Regional Contracting Office
Marine Corps Installations Pacific
Attn: Manabu Mitomi
Camp SD Butler
PSC 557 Box 2000
FPO AP 96379-2000

Phone: 011-81-98-970-1504 (from U.S.) / 098-970-1504 (Local)
Fax: 011-81-98-970-0969 (from U.S.) / 098-970-0969 (Local)
E-mail: manabu.mitomi.ja@usmc.mil

Offers may be submitted by mail, courier, facsimile, or e-mail. Facsimile offers are subject to the same rules as paper offers. The Government reserves the right to make award solely on the offers received or enter into "discussions". Offerors bear the burden of ensuring that offers (and any authorized modifications) reach the designated office on time and should allow a reasonable time for facsimile transmissions to be completed.

Offers may be submitted electronically (emailed); however, due to government computer firewall security, **please be advised that it is the Offeror's responsibility to ensure that the Contracting Office receives all required documents.**

All pages of the offer must reach the office before the deadline specified on the solicitation. Pages of a facsimile transmission that arrive in the office after the specified deadline will be marked as late. The Offeror bears the risk of non-receipt of facsimile transmissions and should confirm by telephone that any facsimile was received. Any facsimile transmission must clearly state the solicitation number and the name of the Contract Specialist on the first page, to ensure proper receipt.

Offeror's expenses incurred as a result of proposal preparation and/or site visit attendance shall not be reimbursed by the U.S. Government.

Contractor's must possess a Japanese business license or otherwise have authorization to perform services in Japan in accordance with DFARS 252.225.7042 Clause entitled, "Authorization to Perform." If the Offeror is not authorized to do business in Japan, its employees may still be authorized to perform the required services under Article I (b) of the Agreed Minutes to the Treaty of Mutual Cooperation and Security, Status of Forces Agreement (SOFA) upon approval from the Contracting Officer.

SYSTEM FOR AWARD MANAGEMENT (SAM) VALIDATION

Effective 01 March 1999 all payments made by the government will be made by Electronic Fund Transfer (EFT). All DoD Contractors are now required to be registered within the SAM database prior to award, during performance and throughout final payment of any contract resulting from this request for quotation. Offerors may obtain information on registration and annual confirmation requirements by calling 1-312-463-3376 or via the Internet at: <https://www.sam.gov>. Registration on line will normally take 5 business days vice the standard 30 days processing time required through other methods.

The following information must be provided with this quotation:

Commercial And Government Entity Code (CAGE). _____ (U.S. Vendor Only)

NATO Commercial And Government Entity Code (NCAGE). _____ (Foreign Vendor Only)

Taxpayer Identification Number (TIN). _____

Data Universal Numbering System (DUNS). _____

By submitting the above information, offerors are affirming that they are registered in the SAM database.

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

**LSCO Oracle Systems Engineer Support
for
III MEF, Camp Foster,
Okinawa, Japan**

SECTION I

DESCRIPTION OF SERVICES

1.0 INTRODUCTION. This is a requirement for Global Combat Support System-Marine Corps (GCSS-MC) Field Service Representatives (FSR)/Instructors on Camp Foster in Okinawa, Japan in support of III Marine Expeditionary Force (III MEF).

1.1 BACKGROUND. III Marine Expeditionary Force requires on-site contract support in the realm of oracle based system knowledge. These positions are critical to the technical support of III MEF operations and communications including collaboration/command and control, readiness tracking, and user access. The specific skills required to maintain and enhance the complex systems are described in detail in this PWS.

1.2 SCOPE. The contractor shall provide all labor, materials, supply and transportation unless otherwise indicated in this document. The contractor shall provide GCSS-MC FSR/Instructor support to the III MEF Logistics Systems Coordination Office (LSCO) to assist in daily operations, monitor performance, provide GCSS-MC Instructional classes, execute centralized deployment administration, capture functional/technical issues impacting logistics support and coordinate corrective actions with the appropriate Higher Headquarters (HHQ), Marine Corps Systems Command (MCSC), Marine Corps Logistics Command (MCLC), and /or other supporting agencies in order to optimize the effectiveness and functionality of logistics support systems for improved materiel management and readiness for III MEF.

1.3 TECHNICAL REQUIREMENTS The Contractor shall:

1.3.1 Provide Oracle Systems Support

1.3.1.1 Contractor Tasks

1.3.1.1.1 The Contractor shall generate system reports or provide assistance to subordinate units in the development of reports as required.

1.3.1.1.2 The Contractor shall coordinate and conduct Force Activity Designator (FAD) changes.

1.3.1.1.3 The Contractor shall coordinate between III MEF and the Major Subordinate Commands (MSCs) on logistics systems issues.

1.3.1.1.4 The Contractor shall design, develop, and implement new methods and procedures of technical solutions that meet the requirements of assigned projects. Designs may involve major and highly complex systems.

1.3.1.1.5 The Contractor shall provide the coordination point between the LSCO and MCLC, MCSC, and GCSS-MC Program Management Office (PMO).

1.3.1.1.6 The Contractor shall define control, conversion procedures, and system implementation plans, which may include user training and orientation.

1.3.1.1.7 The Contractor shall provide work guidance and over-the-shoulder training to less experienced III MEF personnel.

1.3.1.1.8 Instruct students from multiple units through on-site and distance learning environments using lecture and lab exercises for GCSS-MC.

1.3.1.1.9 Develop and conduct scenario based instruction for GCSS-MC actions and functions.

1.3.1.1.10 Conduct site visits in order to provide functional support, analyze user and system issues, and develop local business processes. These will be anywhere in the Pacific Area of Operation. Current mission requires Okinawa, mainland Japan, Hawaii, Philippines, Korea, Australia, Thailand and aboard ship. However, as DPRI initiatives grow Guam will be added.

1.3.1.1.11 Assemble and prepare Mobile Training Suites (MTS) at remote locations.

1.3.1.1.12 Operate MTS as a stand-alone entity, trouble shoot as required, and conduct minor repairs.

1.3.1.1.13 Disassemble and prepare MTS for transport.

1.3.1.1.14 The Contractor shall assist in the integration of logistics systems and data management within the Marine Air Ground Task Force (MAGTF), and recommend process and training improvements to the Materiel Readiness Training Cell (MRTC) through capturing lessons learned.

1.3.1.1.15 The Contractor shall monitor, support, and evaluate III MEF Using Unit Account Managers (UUAMs).

1.3.1.1.16 The Contractor shall continuously assess systems functionality and provide guidance internal to III MEF for problem area resolution and submit recommendations for process or system improvements to the enterprise level (e.g. system changes would be internally vetted and then submitted to MCLC for request for change development).

1.3.1.1.17 The Contractor shall provide GCSS-MC and Oracle Systems technical expertise and assistance to MSCs and using unit level to bridge the gap between the enterprise GCSS-MC solution and the III MEF specific situations.

1.3.1.1.18 The Contractor shall conduct Oracle systems knowledge transfer and coordination with UUAMs, across III MEF and higher headquarters.

1.3.1.1.19 The Contractor shall refine and update Standard Operating Procedures (SOPs) for areas related to logistics systems, supply, and maintenance.

1.3.1.1.20 The Contractor shall conduct analysis of material readiness using GCSS-MC business processes and reports, and provide recommendations to the Contracting Officer's Representative (COR).

1.3.1.2 Contractor Employee Knowledge and Abilities

1.3.1.2.1 Must have a minimum of a current U.S. Secret security clearance.

1.3.1.2.2 Must have at least 3 years of experience with Oracle systems, specifically GCSS-MC.

1.3.1.2.3 Demonstrate knowledge of USMC Supply and Maintenance processes.

1.3.1.3 Applicable Documents. The documents pertaining to this position include; MCO 4400.150, UM 4000-125, and MCO 7300.21. This list is not all inclusive as there are many orders and directives in draft process due to system and process changes.

1.4 DELIVERABLES. The Contractor shall:

1.4.1 Ensure deliverables meet professional standards and the requirements as set forth in the Performance Work Statement. All records submitted shall include a cover page compliant with Navy, Marine Corps Acquisition Regulation Supplement (NMCARS) 5237.203-90.

1.4.1.1 The Government reserves the right to request updates on all deliverables on an as needed basis. All data, minutes, memorandums, reports, miscellaneous correspondence generated as a result of this requirement shall be turned over to the Government upon completion of this requirement. At the end of the Contract, the above mentioned deliverables shall become property of the Government.

1.4.1.2 Submit written deliverables in hardcopy and electronic form in Microsoft Office compliant format (e.g. Word, Excel, PowerPoint, etc.).

1.4.2 LIST OF DELIVERABLES. The contractor shall:

1.4.2.1 Provide a weekly report on UUAM activity within III MEF.

1.4.2.2 Provide a weekly report on Unit Deployment Program (UDP) system requirements.

1.4.2.3 Provide a weekly analysis on system constraints regarding III MEF system users.

1.4.2.4 Provide a weekly report on system issues resolved and recommendations on those unresolved.

1.4.2.5 Provide a monthly, quarterly, and annual report analyzing the system constraints on III MEF Oracle system users.

1.4.2.6 Provide other analytical reports, as required.

1.4.3 RESUMES. To ensure all personnel to work for the Contractor in support of this contract meet the standards of paragraph 1.3.1.2, after contract award, the contractor shall submit resumes for personnel identified to support this contract. These resumes shall be approved by the Government prior to the contractor's employees deploying to Okinawa, Japan. This applies to the initial start of the contract as well as contractor employee turnover experienced during the contract period of performance.

1.5 TRAVEL. Travel may be required in support of this contract. All travel by Contractor employees must be authorized by the COR prior to travel being performed. Contractor travel required in support of this contract shall be accomplished at the specific request of the Government. Profit is unallowable on travel, lodging, per diem and other direct travel expenses. The JTR applies to all travel under this Contract. For the JTR, refer to website: <http://perdiem.hqda.pentagon.mil/perdiem/trvlregs.html>.

1.6 TASK ORDER (TO). A Task Order (TO) will be issued to the Contractor to identify the number of required Technical System Engineer(s) and period of performance along with the Government's requirements. The Contractor shall have all required personnel physically present at the work location No Later Than 30 days after a TO is issued.

SECTION II

QUALITY ASSURANCE SURVEILLANCE PLAN **for** **III MEF LSCO Oracle Systems Engineer Support**

2.0 INTRODUCTION: This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this Performance Work Statement (PWS). It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective in the PWS in the contract.

2.1 The QASP provides a systematic method to evaluate the services the contractor is required to furnish. It is based on the premise the Government desires to maintain a quality standard in supporting, providing recommendations, addressing planning and budgetary needs, and that a service contract to provide the service is the best means of achieving that objective.

2.2 The contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

2.3 In this contract, the work plan and the monthly status report are the drivers for quality products. The contractor is required to develop a comprehensive program of activities for all tasks for each management area. The first major step to ensuring a “self-correcting” contract is to ensure that the approved work plan provides the measures needed to lead the contractor to success. Once the work plan is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

Table 1: PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Performance Requirements Summary (PRS) in Table 1 outlines the Government’s performance requirements for this Contract.

Performance Objective	PWS Section	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Incentive
Weekly status report per PWS	1.4.2.1 1.4.2.2 1.4.2.3 1.4.2.4	E-mailed to the COR by 1400 on Thursday of each week. Shall be in electronic form in Microsoft office compliant format.	One (1) working day following each Thursday. < 5% rejection rate of all formal deliverables submitted under the performance provisions of the contract; <10% rejection rate of draft submissions.	100% inspection	CPARS report (positive or negative) Exercise of option periods
Monthly status report per PWS	1.4.2.5	E-mailed to the COR within five (5) working days following the beginning of each month. Shall be in electronic form in Microsoft office compliant format.	Six (6) working days following the end of each month. < 5% rejection rate of all formal deliverables submitted under the performance provisions of the contract; <10% rejection rate of draft submissions.		

Quartely status report per PWS	1.4.2.5	E-mailed to the COR within five (5) working days following the beginning of the quarter. Shall be in electronic form in Microsoft office compliant format.	Ten (10) working days following the end of each quarter. < 5% rejection rate of all formal deliverables submitted under the performance provisions of the contract; <10% rejection rate of draft submissions.		
Annual status report per PWS	1.4.2.5	E-mailed to the COR within five (5) working days following the beginning of each calendar year. Shall be in electronic form in Microsoft office compliant format.	Ten (10) working days following the end of each calendar year. < 5% rejection rate of all formal deliverables submitted under the performance provisions of the contract; <10% rejection rate of draft submissions.		

SURVEILLANCE: The Government Contracting Officer's Representative (COR) will monitor the contractor's work or will receive complaints directly from the designated Government Point of Contact (POC) for that specific management area.

STANDARD: Timeliness of deliverables shall not exceed the thresholds cited above for each performance standard. The COR shall notify the Contracting Officer for appropriate action in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items (May 1997) or the appropriate Inspection of Services clause, if any of the above service areas exceed the thresholds.

SECTION III

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.0 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, AND SERVICES:

3.1 TERMS OF AGREEMENT:

The Government shall provide the facilities, limited equipment, selected materials, and services as listed in this section. The Government reserves the right to change government furnished equipment and materials as dictated by advancements in technologies, changes in regulations and market conditions, or as portable equipment becomes non-sustainable or obsolete. The Contractor shall be responsible for the proper certification, licensing, and qualifications that are required to operate any newly procured and accepted equipment or materials.

3.2 GOVERNMENT FURNISHED FACILITIES:

The Government will provide sufficient workspace for Contractor employees at Camp Foster, Okinawa, Japan. The Contractor shall use the Government furnished facility only in the performance of this Contract.

3.2.1. Government Obligation for Facility Safety. The Government shall furnish, or make available, the specific facilities listed in Appendix A. Government facilities shall be certified as compliant with the Occupational Safety and Health Act (OSHA). In the instance that a hazardous condition be evaluated as not in compliance with OSHA standards, the Government shall proceed to take corrective action in accordance with Marine Corps Base Safety and Facilities policy and the application of Operational Risk Management (ORM) evaluation techniques, taking into consideration personnel safety and health. Assignment of a higher corrective action priority shall be based upon Marine Corps Base Safety policy and protocol, and shall not be as a result of this contracting initiative. The fact that no hazardous conditions have been identified and documented shall not be construed as an indication, or guarantee, that potential hazards and conditions do not exist. The facilities, as furnished, shall be adequate for the Contractor to meet Contractor obligations in the fulfillment of the contract. Compliance with OSHA standards, and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. The Government will assume no liability or responsibility for the Contractor's compliance, or noncompliance, with such requirements, with the exception of the aforementioned requirement to make corrections according to approved plans of abatement subject to base-wide priorities.

3.2.2. Government Furnished Facility Modification and Alteration. The Contractor shall not perform any structural modification or alteration to the facility without specific approval from the COR. Functional modifications and alterations are defined as non-structural in nature, and shall only be performed upon pre-approval, in writing, by the Contracting Officer after their review of the Contractor's complete and detailed written documentation of the modification and alteration proposal. The Contractor shall perform approved functional modifications or alterations at the Contractor's expense. In the case of facility modification and alterations deemed by the Contractor as necessary to meet certain OSHA compliance standards, such information shall be included in the Contractor's proposal to the Contracting Officer.

3.3 GOVERNMENT FURNISHED EQUIPMENT:

The Government will provide a computer and telephone for the Contractor's performance.

The Contractor shall return the Government furnished facilities and equipment to the Government in the same condition as received. All Contractor's property, equipment, and supplies shall be removed within 48 hours of contract expiration.

3.4 GOVERNMENT FURNISHED SERVICES: The Government will provide reasonable amounts of the following services:

3.4.2 Common Access Card (CAC):

3.4.1 Common Access Card (CAC): The Contractor may apply for a Common Access Card (CAC), United States Department of Defense (DoD) integrated circuit card issued as standard identification for access to the MCB Butler LAN providing Internet connection and an e-mail account (s) for business purposes as an unclassified user. Government CACs issues in support of this Contract shall be returned to the Government upon completion of the period of performance.

3.4.1.1 Requirements for Issuance of a CAC the following conditions must be met prior to issuance of a CAC to any contractor employees for limited privilege/non privileged access:

- (1) The SOFA status of the employee shall be verified, and approved by the office of Staff Judge Advocate (SJA).
- (2) The Contractor shall be registered in the Contractor Verification System (CVS) with a valid record of background check on Joint Personnel Adjudication System (JPAS). The CVS is conducted at MCB Installation Personnel Administration Center (IPAC) USMC S.D. Butler, Tel No. 098-970-0875, Building #5699.
- (3) The Contractor shall obtain proof of background check on JPAS at Security Management Office, USMC S.D. Butler, Tel No. 098-970-7892/8412, Bldg #1.
- (1) When applying for a CAC at MCB IPAC, the Contractor shall show two original forms of Identification and submit: 1. Contract document, 2. Passport [reviewed by SJA office and SOFA stamp required], 3. Letter of employment, 4. Letter of authorization from the Contracting Officer [as applicable], and 5. A valid record of JPAS (proof of background check).
- (4) All Contractor employees who will be assigned to work in Okinawa must have an active clearance/background check or must have initiated a background check before coming to Okinawa.

NOTE: Prior to applying for CVS, the Contractor's personnel must initiate a background check on JPAS at the Security Management Office and a record of JPAS enrollment verification (e-mail) must be submitted to a Trusted Agent (TA) of IPAC. <http://www.marines.mil/unit/mcbbutler/Pages/IPAC/CTRCACAppt.aspx>

3.4.3 Utilities Service:

Water, sewage service, and electricity for the facility are provided by the Government for contract performance. Conservation of resources shall be exercised. Lights shall be used only in areas when and where work is actually being performed. Water faucets or valves shall be turned off after the required usage has been accomplished.

3.4.4 Refuse Collection:

The Government will provide the contractor with refuse collection services, as well as approved refuse collection containers and receptacles for garbage, debris, and recyclable materials that will be located in or near the facility.

3.4.5 Police and Fire Protection:

These services will be provided to the Contractor at no cost while aboard USMC camps and working in an official capacity. The following telephone numbers are provided to the Contractor in support of developing emergency response procedures aboard each camp:

	Camp Foster	
	On-Base	Off-Base
Emergency	911 (On-Base)	098-893-7911 (Off-Base)
Provost Marshall	645-7441	098-970-7441
Fire Protection	645-2488	098-970-2488

Security Guard (Main Gate)	645-3904	098-970-3904
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Note: Off-Base --- Operator Assistance: 098-911-5111

SECTION IV
GENERAL INFORMATION

4.1 PERFORMANCE

4.1.1 Period of Performance:

The performance period is for a base year with three (3) one-year option periods. The contract period of performance will start 30 days after announcement of the contract award.

4.1.2 Place of Performance:

The primary place of performance will be at Camp Foster on Okinawa, Japan. Contractor personnel may be required to travel away from the normal duty station; aboard ships and sometimes in unpleasant or unusual working conditions in support of exercises or operations. On island travel shall be at no additional cost to Government and shall not be included in travel cost CLINs.

4.1.3 Hours of Operation:

The Contractor shall be expected to provide services during normal Government work hours. Normal Government work hours are between 0730 hrs – 1630 hrs Monday through Friday. The Contracting Officer's Representative (COR) will address the specific working hours after award of the Contract. There may be the need for occasional work outside of normal Government working hours. This shall be coordinated with the COR in advance.

4.1.4 Recognized Holiday:

Observed Government holidays are listed below:

New Year's Day	*1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	*4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	*11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	*25 December

* Note: If a holiday should fall on a Saturday, it will be observed on the preceding Friday; if it falls on a Sunday, it will be observed on the following Monday. If a scheduled cleaning is missed, due to a holiday, it will not be rescheduled. The holiday exceptions apply only to the aforementioned United States holidays as scheduled and not local Shizuoka or Japanese holidays.

4.1.5 Typhoon Readiness:

The Contractor shall depart military bases when Tropical Cyclone Condition of Readiness (TCCOR) 1 Caution (TC-1C) is declared by Military Weather Station authorities. The Contractor shall depart military bases and monitor radio/television until it changes to TCCOR storm watch (TC-SW). When (TC-SW) is declared by Military Weather Station authorities, the Contractor shall restart service within 2 hours or in cases, when TC SW is called after normal working hours, services shall begin the next normal workday at 7:30.

4.2 SECURITY REQUIREMENTS

4.2.1 Security Clearance: The Contractor must maintain a U.S. Secret security clearance.

4.2.2 Background Investigation: Contractor personnel performing work under this contract must, at minimum, completed a National Agency Check with Inquiries (NACI) Background Investigation prior to commencement of work under this contract, and must initiate an active Background Investigation required for the life of the contract. This is the minimum requirement for the Contractor to be eligible to receive a Common Access Card (CAC). Background Checks must be initiated prior to employee arrival on island.

4.3 GENERAL DEFINITIONS

4.3.1 Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

4.3.2 Contracting Officer. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

4.3.3 Contracting Officer's Representative (COR): An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

4.3.4 Defective Service: A service output that does not meet the standard of performance specified in the contract for that particular service.

4.3.5 Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

4.3.6 Quality Assurance: A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For purposes of this contract, quality assurance refers to actions by the Government.

4.3.7 Quality Control: Those actions taken by a Contractor to control the production outputs to ensure that they conform to the contract requirements.

4.3.8 Performance Requirement Summary: A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the standards of the listed outputs.

4.3.9 Standard: The point that divides acceptable and unacceptable performance of a task according to the Service Delivery Summary. It is the number of defectives or maximum percent defective in the lot that is deemed acceptable.

(End of Performance Work Statement)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.214-34	Submission Of Offers In The English Language	APR 1991
52.217-5	Evaluation Of Options	JUL 1990
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008 (Dev)	Compliance with Safeguarding Covered Defense Information Controls	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.216-7006	Ordering	MAY 2011
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.237-7024	Notice of Continuation of Essential Contractor Services.	OCT 2010

252.239-7010	Cloud Computing Services	AUG 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7007	Liability and Insurance	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

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52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

EVALUATION

Award will be made in accordance with the FAR Lowest Price Technically Acceptable source selection process. The offer must be determined to be technically acceptable before being considered further. The LPTA process does not permit tradeoffs between price and non-price factors.

The Government intends to evaluate proposals and contemplates award based on initial proposals without discussions. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

1. Technical Evaluation

(a) Task Understanding

The Government shall evaluate the Offeror's methodology and detail as to how the Offeror intends to perform the tasks as specified in the Performance Work Statement (PWS) in order to meet the Government's requirements.

(b) Qualifications/Certifications/Experience

The Government shall evaluate the Offeror's proposed minimum qualifications, certifications, experience, and specialized experience that the individuals will possess for each of the support areas identified in the PWS. The following applies:

- Must have a minimum of a current U.S. Secret security clearance.
- Must have at least 3 years of experience with Oracle systems, specifically GCSS-MC.
- Demonstrate knowledge of USMC Supply and Maintenance processes.

1.1 Adjectival Ratings for Technical Evaluation

TECHNICAL ACCEPTABLE/UNACCEPTABLE RATINGS	
Rating	Description
ACCEPTABLE	Proposal clearly meets the minimum requirements of the solicitation.
UNACCEPTABLE	Proposal does not clearly meet the minimum requirements of the solicitation.

2 Price

An Offeror's proposal shall represent the Offeror's best efforts to respond to the solicitation. The evaluated price will be the price of each priced Contract Line Item Number (CLIN). Award shall be made to the lowest evaluated price of proposals meeting or exceeding the acceptability standards in accordance with the technical specifications in the solicitation. The price of all CLINs will be evaluated by the Contract Tem for price reasonableness using price analysis techniques.

In evaluating the cost/price portion of each offeror's proposal, the Government will evaluate proposed prices/costs for completeness and reasonableness.

2.1 Completeness Factor

The Government will evaluate each cost/pricing proposal for completeness by determining the adequacy and traceability of cost/pricing data provided for all proposal requirements.

2.2 Reasonableness Factor

Reasonableness. The Government will evaluate the reasonableness of proposed cost/price for the option periods by assessing the acceptability of the Offeror's methodology used in developing the cost/price estimates. For the cost to be reasonable in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. Reasonableness takes into account the context of a given source selection, including current market conditions and other factors that affect the ability of an Offeror to perform the contract requirements. Reasonableness depends upon a variety of considerations and circumstances, including:

-Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Offeror's business or of the contract performance;

- Generally accepted sound business practices, Federal and State laws and regulations, etc.; and
- Any significant deviations from the Offeror's established practices.

2.3 The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

3. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2015)
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ . *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [____] has, [____] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [____] has, [____] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [____] has developed and has on file, [____] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [____] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[____] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[____] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [____] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [____] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [____] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [____] does [____] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [____] Certain services as described in FAR 22.1003-4(d)(1). The offeror [____] does [____] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a "doing business as" name)

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

- ____ (ii) Alternate I (NOV 2011) of 52.219-3.
- ____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (ii) Alternate I (JAN 2011) of 52.219-4.
- ____ (13) [Reserved]
- ____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ____ (ii) Alternate I (NOV 2011).
- ____ (iii) Alternate II (NOV 2011).
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ____ (ii) Alternate I (Oct 1995) of 52.219-7.
- ____ (iii) Alternate II (Mar 2004) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (Oct 2001) of 52.219-9.
- ____ (iii) Alternate II (Oct 2001) of 52.219-9.
- ____ (iv) Alternate III (Oct 2015) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

X (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **30% of CLIN Amount per-year.**;

- (2) Any order for a combination of items in excess of **30% of Total CLIN Amount per/year.**; or
- (3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 Jun 2020**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration..

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using \$1.00 = ¥121.83, Government's Official Budgetary Exchange Rate for Fiscal Year 2016 in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Marine Corps Regional Contracting Office, Marine Corps Installations Pacific, Marine Corps Base, Camp S.D. Butler, PSC 557, Box 2000, FPO AP 96379-2000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- 1) <http://farsite.hill.af.mil>
- 2) <http://www.acquisition.gov/far/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- 1) <http://farsite.hill.af.mil>
- 2) <http://www.acquisition.gov/far/>

(End of clause)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001)(OCT 2015)

(a) *Definitions.* As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in

difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001)(OCT 2015)

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled

Unclassified Information in Nonfederal Information Systems and Organizations,”

(see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
- (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015
APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from CMC Code POS-10 or; telephone, DSN 224-4177 or commercial (703) 614-4177.

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a

factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-in-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Japan

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M29001
Issue By DoDAAC	M67400
Admin DoDAAC	M67400
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	M29001
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

jeremy.carter@usmc.mil
LSCO.Okinawa@usmc.mil
Mccb_g4_rcp_wawf@usmc.mil
manabu.mitomi.ja@usmc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Marine Corps Regional Contracting Office (RCO)
 Marine Corps Installations Pacific
 Attn: Mr. Franky Awuvey
 Phone: 011-81-98-970-8610 (from U.S.) / 098-970-8610 (local)
 e-mail: franky.awuvey@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the

Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CONTRACTOR MOTOR VEHICLES

Registration/Permits for Contractor's Motor Vehicle(s): All company-owned and privately owned motor vehicles required to be in military installations during the performance of this contract must be registered with the Provost Marshal's Office, Marine Corps Base, Camp Butler. Vehicle permits may be issued to civilian Contractors for the duration of their contract, until expiration of base pass or vehicle inspection, whichever occurs first or until termination of their employment. Included in vehicle permit requests shall be the license number, year, make, model, color, and operator's name for each vehicle. The Contractor shall hand-carry the request to the Vehicle Registration Section, Building 5638, MCB, Camp Foster (Telephone #098-970-7481). All necessary decals and/or permits shall be displayed on the vehicles in the manner directed by the Vehicle Registration Section. Proof of insurance must also be presented to the Provost Marshal upon submission of the temporary vehicle permit or vehicle decal or upon request. The minimum requirement for insurance is the Japanese Compulsory Insurance (JCI) under Japanese Motor Vehicle Damage Compensation Guarantee Law. Upon contract expiration or vehicle inspection expiration, whichever comes first, any vehicle passes received for operation under this contract shall immediately become void.

Identification of Contractor's Vehicle(s): Each Contractor vehicle shall have the name of the Contractor neatly exhibited on each side of the cab. The vehicle shall be in maintained in a satisfactory mechanical condition, shall at all times, display a valid license plate and safety inspection sticker. The Contractor shall operate vehicles in compliance with base traffic regulations.

ADDITIONAL REQUIRED INSURANCE FOR JAPAN

(a) All vehicles must be properly inspected/Insured in accordance with Japanese Compulsory Insurance (JCI). The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance on each vehicle used by the Contractor at the work site:

Type: Automobile Property Damage Insurance Amount: ☐ 30,000,000 (or U.S. Dollar equivalents)
Bodily Injury Insurance Amount: ☐ 30,000,000 Yen (or U.S. Dollar equivalents)

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the

laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this Paragraph (c), in all subcontracts hereunder.

JAPANESE ROAD LAWS

The Japanese Road Law will be complied with by the Contractor while on U. S. Military installations to specifically include:

(a) Article 43 The Road Law (Japan)(prohibitive acts relative to roads)

(1) No person shall commit the following described acts:

(2) Damaging the road, causing roads to be littered with debris, polluting the roads with debris or fall out from motor vehicles or otherwise defacing roads unreasonably or without due cause.

(b) Article 43-2 (Measures to be taken to prevent cargo or things loaded on motor vehicles from falling out)

(1) The agency managing a road may when there is reasonable cause for him to feel that things or cargo being carried in or on a motor vehicle may fall out and damage, pollute or otherwise deface the road in such a manner as to hinder or obstruct the traffic, order the operator of the vehicle in question to take steps or measures necessary to prevent occurrence of such hindrance by stopping the operation of the vehicle or correcting the method of loading or the method of traveling or operation of the vehicle.

COST OF OPERATION

All cost of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses. No payments other than those provided for in the Price Schedule shall be made to the contractor.

CONTRACTOR PERSONNEL

ECMRA Reporting: The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

Base Passes for Contractor Employees: The Contractor shall be responsible for obtaining all base passes for its employees and its sub-contractor's employees under this contract. All Base Pass requests under this contract shall include approval from the Contracting Officer at the Regional Contracting Office Far East. The Contractor shall

return all applicable base passes upon termination of employment or completion of this contract to the Pass and Identification Section and certification of receipt shall be obtained and submitted to the Contracting Officer. The Contractor shall submit a listing of employees terminated under this contract to the Contracting Officer within seven (7) days of the effective date of termination.

Contractor Personnel Appearance and Identification: The Contractor's employees shall be easily recognized as Contractor employees. This may be accomplished by either (1) the Contractor employee wearing distinctive clothing bearing the company's name and employee's name, or (2) the Contractor employee wearing an identification badge bearing the company's name and the employee's name, with the badge worn or attached to the employee's outer garment at all times. Clothing or badges shall be provided by the Contractor. Contractor's employees shall present a neat and clean appearance.

Removal of Contractor's Employees: The Contractor agrees to utilize only experienced, responsible and capable people in the performance of work. The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. The Contracting Officer may require that the Contractor remove from the Government job employees who endanger persons or property, whose continued employment under this contract is inconsistent with the interest of military security, or who are determined by the Contracting Officer or Contracting Officers Representative as being incapable of rendering the services in accordance with the contract.

Prohibition of Employment: The Contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Therefore, the Contractor shall not employ any person who is an employee of the US Government, either military or civilian, unless such person seeks and receives approval in accordance with DOD 5500.7R, Joint Ethics Regulation.

The Contractor, as a stipulation of this contract, acknowledges that Designated Third Country National (DTCN) Contractor employees are not permitted aboard any Marine Corps Bases Japan (MCBJ) Camp, Air Station, or facility in Japan. Signature of the award document constitutes acknowledgement, and binds the Contractor to all terms specified in the contract. A listing of Designated Third Countries can be found in USFJ Instruction 31-204 (Designated Third Country Nationals).

Employment of Military Personnel: The Contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to a recall to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform. Their absence at any time shall not constitute an excuse for non-performance under this contract.

Employment Benefits: This is a Non-Personal Service Contract. No provisions are implied or provided in this contract for any benefits such as medical care, retirement, or worker's compensation.

STATUS OF FORCES AGREEMENT

The Contractor shall be responsible for ensuring personnel performing under this contract obtain the necessary exit/entry visa permits to perform work in the Country of Japan. Upon request, the Contractor shall provide proof of status by presenting visa documents.

Contractor Personnel who are U.S. citizens may apply for Status of Forces Agreement (SOFA) status as necessary for the execution of this contract. The determination of SOFA Status is processed by the Office of the Staff Judge Advocate, Marine Corps Base, Camp Smedley D. Butler to COMUSJAPAN. The Contractor shall be responsible for submitting necessary paperwork to the Office of the Staff Judge Advocate for determination of designation of SOFA status.

Contractor employees will be subject to all U.S. Forces regulations and directives pertaining to civilian component personnel within the country. Privileges are further limited to the following:

- Entry into and exit from Japan as "exempt personnel."
- Exemption from certain taxes, customs restrictions and immigration regulations.
- Government furnished SOFA-status ID pass/badge and car pass for the incumbent.
- Purchasing privileges that authorize purchases at the Defense Commissary Agency (DECA) facilities
- Use of Army and Air Force Exchange Service (AAFES) facilities and concessions. This includes purchase of petroleum and oil products.
- Use of Morale, Welfare Recreational facilities. This includes "Officer's Open Mess" (club) membership, MCB Butler, as determined by each respective club, including access to all recreational activities (gyms, golf course, pools, etc.).
- Military Postal Service support on a space available basis.
- Use of Military Banking Facilities.
- Contractor use of Government vehicles from a scheduled pool of vehicles, for official use during working hours, limited to meeting the requirements of use and the availability of vehicles. The contractor is responsible for providing transportation to and from work.
- Contractor ability to obtain a privately owned vehicle (POV) operator's license, termed "SOFA license" and registration of a POV.
- Routine medical and dental care to be provided on a reimbursable basis. Additionally, employees other than U.S. citizens are entitled to emergency medical treatment at medical facilities for injuries incurred while performing their duties under contract.
- Utilization of casualty assistance (mortuary services) on a reimbursable basis.
- DODEA Elementary and Secondary Education Facilities on a space available, tuition-reimbursable basis.

A breach of regulations and directives outlined in paragraph 4.5.5.2 and/or withdrawal of any or all of these privileges by the Office of the Staff Judge Advocate for reasons cited, will not affect nor constitute grounds for delay in or nonperformance of any portion of any contract, nor will such action form the basis for any claim against the U.S. Government, based upon the contract or any portion thereof.

PHYSICAL SECURITY

Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured, and utilities turned off or set for conservation.

INFORMATION SECURITY

The Contractor shall keep the customer's transaction confidential and not disclose any information pertaining to the customer without permission, except that required by management information reports, including such information as may be needed by the Marine Corps to audit or monitor services rendered, prices charged, concession fees paid, etc.

KEY CONTROL

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced, and are not used by unauthorized persons. The Contractor shall report lost keys to the COR. The Contractor shall not duplicate any keys. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas. The Contractor shall report in the occurrences of a lost or duplicated key to the Contracting Officer via the COR. In the event keys are lost or unauthorized duplication occurs through the fault of a Contractor employee, The Government may, at its option, require the Contractor to replace keys, reimburse the government for replacement of locks, or re-key as a result of Contractor losing keys. In the event a master key is lost or duplicated, the Contractor shall replace all locks and keys for that system and the total cost will be deducted from the monthly payment

CONTRACT ADMINISTRATION:

All contract administration functions will be retained by the Marine Corps Regional Contracting Office (RCO), Marine Corps Installations Pacific, Okinawa, Japan. Correspondence or inquiries related to this any resultant contract administration shall be addressed to:

Marine Corps Regional Contracting Office (RCO)
Marine Corps Installations Pacific
PSC 557 Box 2000 (Camp Butler)
FPO AP 96379-2000

Commercial Delivery Address:
Marine Corps Regional Contracting Office (RCO)
Marine Corps Installations Pacific
Off-Route 130
MCB SD Butler, CAMP Foster Bldg 355
Chatan-cho, Chatan, Kunigami-gun
Okinawa, Japan 904-0100

- i) Point of Contact: Manabu Mitomi, Contract Specialist
- ii) Telephone Inquiries: Commercial telephone number, direct dial from the United States is 011-81-98-970-1504. (Local: 098-970-1504) NO COLLECT CALLS WILL BE ACCEPTED
- iii) Fax Inquiries: 011-81-98-970-0969 (Local: 098-970-0969)
- iv) E-mail inquiries: manabu.mitomi.ja@usmc.mil

MODIFICATIONS:

Any changes, additions or deletions to this contract shall be made by written modification by the Marine Corps Regional Contracting Office only.

CLAUSES INCORPORATED BY FULL TEXT

GENERAL CORRESPONDENCE:

Correspondence or inquiries relative to this order shall be addressed to the following:

(a) Written Inquiries:

Marine Corps Regional Contracting Office (RCO)
Marine Corps Installations Pacific
PSC 557 Box 2000 (Camp Butler)
FPO AP 96379-2000
Attn: Manabu Mitomi

(b) Telephone Inquiries: Commercial telephone number, direct dial from the United States is 011-81-98-970-1504.
Locally, dial 098-970-1504

(c) Fax Inquiries: 011-81-611-745-0969 (local 098-970-0969)

(d) E-mail inquiries: manabu.mitomi.ja@usmc.mil

The primary point of contact at III MEF is:

CWO Jeremy S. Carter
III MEF LSCO OIC
Building 5681 Camp Foster
DSN: 645-6881/9402
Telephone Number: 011-81-98-970-6881/9402 (from U.S.) / (315) 645-6881/9402 (DSN)

ATTACHMENT 1:

PAST PERFORMANCE INFORMATION LIST

(Note: Past Performance Information must include relevant and recent contracts and subcontracts over the past three (3) years but limited to the most recent 5 contracts/subcontracts, for same or similar services.)

Past Performance Information (1):			
Contracting Agency (契約事務所・及び契約業者)	Contract Number (契約番号)	Period of Performance (契約期間)	Contract Value (including options) 契約金額(オプション期間も含む)
Brief Description of Contract Effort (Service) (契約・業務内容の詳細)			
POC Information (連絡先): All Information must be filled. (全て記入して下さい。)			
Name: (名前)			Title/Rank: (役職)
Phone:	Fax:	E-mail:	

Past Performance Information (2):			
Contracting Agency (契約事務所・及び契約業者)	Contract Number (契約番号)	Period of Performance (契約期間)	Contract Value (including options) 契約金額(オプション期間も含む)
Brief Description of Contract Effort (Service) (契約・業務内容の詳細)			
POC Information (連絡先): All Information must be filled. (全て記入して下さい。)			
Name: (名前)			Title/Rank: (役職)
Phone:	Fax:	E-mail:	

Past Performance Information (3):			
Contracting Agency (契約事務所・及び契約業者)	Contract Number (契約番号)	Period of Performance (契約期間)	Contract Value (including options) 契約金額(オプション期間も含む)
Brief Description of Contract Effort (Service) (契約・業務内容の詳細)			
POC Information (連絡先): All Information must be filled. (全て記入して下さい。)			
Name: (名前)	Title/Rank: (役職)		
Phone:	Fax:	E-mail:	

Past Performance Information (4):			
Contracting Agency (契約事務所・及び契約業者)	Contract Number (契約番号)	Period of Performance (契約期間)	Contract Value (including options) 契約金額(オプション期間も含む)
Brief Description of Contract Effort (Service) (契約・業務内容の詳細)			
POC Information (連絡先): All Information must be filled. (全て記入して下さい。)			
Name: (名前)	Title/Rank: (役職)		
Phone:	Fax:	E-mail:	

Past Performance Information (5):			
Contracting Agency (契約事務所・及び契約業者)	Contract Number (契約番号)	Period of Performance (契約期間)	Contract Value (including options) 契約金額(オプション期間も含む)
Brief Description of Contract Effort (Service) (契約・業務内容の詳細)			
POC Information (連絡先): All Information must be filled. (全て記入して下さい。)			
Name: (名前)			Title/Rank: (役職)
Phone:		Fax:	E-mail:

(End ATTACHMENT 1 - Past Performance Information List)